colourliving Contract Division colourliving

B.S.C. COLOURLIVING LIMITED RESERVES THE ABSOLUTE RIGHT TO AMEND THESE TERMS AND CONDITIONS OF SALES WITHOUT PRIOR NOTICE.

DEFINITIONS

In these conditions where the context admits;

A. "B.S.C." means colourliving operated by B.S.C. COLOURLIVING LIMITED and the terms "We", "Us" and "Our" refer to B.S.C..
B. "Contract" means a contract for the sale and purchase of Goods.
C. "Goods" mean the articles with the exception of Kitchens and Intelligent Solutions which the Purchaser agrees to buy from B.S.C., as described in the Sales Documents.
D. "Kitchens" mean Kitchen Cabinets, kitchen lighting and worktops.
E. "Kitchen Cabinets" mean carcasses, drawers, door panels and all systems and accessories that form part of the kitchen cabinets
F. "Intelligent Solutions" mean intelligent automation products and systems including but not limited to lighting switches (mechanical and dimming), curtain motors, mobile tablets, video door phones, controllers and direct connection with intelligent systems.
G. "Purchaser" means the person who buys or agrees to buy the Goods from B.S.C., and whose name may appear in the Sales Documents, and the terms "you" and "your" refer to the Purchaser.
H. "Services" mean any service provided by B.S.C. including delivery, installation, repair and maintenance services.
I. "Sales Documents" mean the documentation evidencing the sale of Goods including quotations and invoices and the like.
J. "Special Goods" mean any Goods which B.S.C. agrees to modify to meet the Purchaser's specific requirements or products which are designed to the Purchaser's specification.
K. "User Manual" or "User Card" means the user and instruction manual or guide for any Goods.

1. GENERAL

1.1 This Agreement constitutes the entire Agreement between B.S.C. and the Purchaser with respect to the subject Purchase of Goods hereof. The following Terms and Conditions apply exclusively to all our quotations, sales and deliveries. B.S.C. does not accept conditions which conflict with or differ from these Terms and Conditions unless it has expressly agreed to them in writing. Any amendments to these Terms and Conditions must be made in writing.

1.2 B.S.C. may amend these Terms and Conditions without notice to the Purchaser in relation to future sales.

1.3 These Terms and Conditions shall be governed by the laws of The Hong Kong Special Administrative Region of the People's Republic of China.

1.4 No particulars, statements or descriptions whether contained in any advertising matter, catalogues, brochures, price lists, webpages or otherwise provided by B.S.C. concerning the Goods, nor any verbal representations by any agent, employee or representative of B.S.C. shall form part of the Contract or be treated as constituting a representation on the part of B.S.C.. No Contract governed by these Terms and Conditions shall be a sale by sample unless B.S.C. expressly agrees in writing.

1.5 Measurements in quotations, brochures and on our website are subject to standard tolerances and to changes in the construction process.

2. QUOTATION, CONTRACT AND SIGNATURE

2.1 Our quotations are valid for fourteen (14) days from the date of issue.

2.2 A legally binding Contract is formed between B.S.C. and the Purchaser once a Quotation is signed by both parties, or B.S.C. has confirmed the Purchaser's order in writing, has delivered the Goods or a specific written agreement is reached and signed between the parties.

2.3 Once a Contract subsists between B.S.C. and the Purchaser it cannot be cancelled by the Purchaser except with B.S.C.'s consent and upon terms which indemnify B.S.C. against all loss.

3. PRICES

3.1 The prices for Goods are the prices stated in our price tags and/or quotations applicable on the date of purchase unless expressly agreed otherwise in writing. Installation charges where applicable are the charges as stated in our quotations.

3.2 The price of Kitchens shall be our quoted price at the time of order confirmation and based on drawings and designs provided, unless expressly agreed otherwise in writing. The prices of the Kitchens quoted are inclusive of design and supply of the Kitchens; but exclude any alteration to suit, including but not limited to, electricity and gas supply and water inlet and outlet which deviate from the original drawings, and any other specifically excluded items or services as may be agreed.

3.3 If the Purchaser requests any alterations in the design, specification or quantity of the Goods, we are entitled to vary the price should we choose to accept such alteration.

3.4 The sale of Goods is subject to availability.

3.5 Every effort is made to ensure that prices shown in our current catalogue, price list or shown on our website are accurate at the time you place your order. If an error is found, we will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, we will refund or recredit you for the relevant sum that has been paid by you.

4. DELIVERY, INSPECTION AND INSTALLATION

4.1 For deliveries on Hong Kong Island and Kowloon Peninsula and in the New Territories, but excluding without limitation container terminals and Outlying Islands, at our discretion we offer complimentary delivery service to destinations which are accessible by a ten-ton lorry and are equipped with a lift fit for handling the purchased Goods ("Complimentary Delivery Service"). For the avoidance of doubt, the Complimentary Delivery Service does not include disposal of packaging materials.

4.2 (a) For delivery to destinations where the Complimentary Delivery Service does not apply, quotations for delivery charges will be obtained from the forwarder as designated by the Purchaser on a case-by-case basis.
(b) For delivery to destinations outside of The Hong Kong Special Administrative Region, quotations for logistics charges will be obtained from the forwarder as designated by the Purchaser on a case-by-case basis.
(c) For disposal of packaging materials, quotations will be issued on a case-by-case basis.

4.3 Any time and date quoted for completion of delivery of the Goods is estimate only, will depend on the destination and method of transport chosen and time of delivery shall not be of the essence. B.S.C. reserves the right to deliver Goods in instalments and to deliver a separate invoice in respect of each instalment. Where Goods are delivered in instalments, the Contract shall be severable and each instalment shall be deemed to constitute a separate contract. No default by us in respect of one or more instalments shall entitle the Purchaser to treat the Contract as repudiated or discharged.

4.4 The delivery of Goods may begin on the date of our order confirmation. However, we will not make any delivery before payment has been received or if any payment is otherwise late and not before all the order details have been finalised.

4.5 Compliance with delivery time frames is conditional upon the Purchaser undertaking all necessary related actions including adhering to the agreed terms of payment, site and installation requirements and other obligations bestowed upon the Purchaser. If these prerequisites are not met in time, the delivery period may be extended accordingly

4.6 B.S.C. shall not be liable in any way for any loss or damage whatsoever due to failure by B.S.C. to deliver the Goods (or any of them) promptly or at all.

4.7 If delivery of any or all of the Goods is prevented or delayed by happenings or occurrences due to force majeure or by reason of any act of God or any cause whatsoever outside the control of B.S.C., B.S.C. shall be entitled to cancel or suspend deliveries without prejudice to its rights to payment for any Goods already delivered. In any event B.S.C. shall not be liable in any way for loss or damage arising directly or indirectly through or in consequence of such events or happenings.

4.8 Risk and liability in respect of the Goods shall pass to the Purchaser (a) upon delivery or (b) upon collection of the goods from our store or warehouse as the case may be, unless otherwise agreed that risk shall pass earlier.

4.9 The Purchaser or his or her appointed representative is required immediately to inspect the Goods for completeness and adequacy (a) at the time of delivery, (b) at the time of collection from our store or warehouse or (c) at the time of completion of installation, as the case may be, and immediately report any defects or transit damage to us.

4.10 The Purchaser shall be deemed to have accepted the Goods upon acceptance of delivery of the Goods to the Purchaser and upon the Purchaser's inspection of the Goods and acknowledging receipt of such Goods in good order.

4.11 If a deficiency is concealed and could not be discovered during initial inspection, the Purchaser is required to notify us within seven (7) working days of collection or delivery. The Goods will be deemed to have been accepted if a deficiency has not been reported within seven (7) working days from delivery.

4.12 Where B.S.C. agrees to install Goods at a specified location, B.S.C. agrees to use all reasonable care and skill in installing such Goods, but provides no warranty that installation will be possible and provides no warranty as to when installation will occur. Any installation of Goods is dependent upon the Purchaser complying with installation requirements specified in User Manual or User Card, Sales Documents or otherwise which are the responsibility of the Purchaser.

5. PAYMENT OF GOODS AND SERVICES

5.1 (a) For the sale of Goods available ex-stock, full payment is required at the time of purchase.
(b) For the sale of Goods that are not available ex-stock, full payment is required at the time of purchase except Kitchens and Intelligent Solutions that require installation service.
(c) For the sale of Kitchens and Intelligent Solutions that are not available ex-stock and require installation service, fifty percent (50%) deposit is required at the time of order and full payment of the balance is required upon arrival of the Goods at B.S.C.'s warehouse and/or store.
(d) For the sale of spare parts for repair and/or maintenance service, full payment is required whether such spare parts are available ex-stock or need to be ordered.
(e) For the provision of repair, installation and dismantling services in The Hong Kong Special Administrative Region, including Outlying Islands, full payment is required upon completion of such services.
(f) For the provision of repair, installation and dismantling services to destinations outside of The Hong Kong Special Administrative Region, fifty percent (50%) deposit is required at the time of order and full payment of the balance is required upon completion of installation.

5.2 (a) Kitchens and Intelligent Solutions that are not available ex-stock and used to be ordered must be fully paid for and purchased upon arrival of the Goods at B.S.C.'s warehouse and/or store, failing which the deposit will be forfeited.
(b) Deposit from orders cancelled at B.S.C.'s sole discretion must be used within sixty (60) days from the date of placing the deposit, failing which the deposit will be forfeited.

5.3 We reserve the right to charge interest on unpaid invoices at a rate of two percent (2%) per month or part thereof from the date that payment for the Goods became due until the date payment is made.

5.4 Delay in payment may cause delay in installation work and postponement of any agreed completion date. B.S.C. shall not be held liable for such delay due to late payment.

5.5 In the case of payment by cheque, we shall only effect delivery after the cheque has been cleared.

6. RESERVATION OF TITLE

6.1 Property and ownership in the Goods shall not pass from B.S.C. until:
(a) the Purchaser has paid B.S.C. unconditionally and in full all monies due under the Contract; and
(b) no other sums are then outstanding from the Purchaser to B.S.C. on any account whatsoever whether not such sums have become due for payment.

6.2 Until such time as the property in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as B.S.C.'s fiduciary agent and bailee, and shall keep the Goods separate from those of the Purchaser and third parties and properly stored, protected, insured and identified as B.S.C.'s property, but the Purchaser may resell or use the Goods in the ordinary course of its business, if any.

6.3 Until such time as the property in the Goods passes to the Purchaser (and provided the Goods are still in existence and have not been resold), B.S.C. may at any time require the Purchaser to deliver up the Goods to B.S.C. and, if the Purchaser fails to do so forthwith, enter on any premises of the Purchaser or any third party where the Goods are stored and repossess the Goods.

6.4 B.S.C. may at its sole discretion offer complimentary storage and insurance of the normal price Goods purchased for a period of no more than three (3) months at B.S.C's warehouse and/or store.

7. LIABILITY

7.1 Goods should only be used for their intended purpose as set out in the User Manual and/ or User Card. The Purchaser accepts full responsibility and liability for the proper use, operation and installation of Goods. By using the Goods, the Purchaser acknowledges reading the User Manual and/or User Card and understands the instructions as set out in the User Manual and/or User Card and will follow the instructions strictly. B.S.C. disclaims any liability for injury or damage attributable to improper use or misuse.

7.2 Goods should be used subject to the Purchaser's or user's general physical fitness and health. B.S.C. disclaims any liability for death or illness attributable to improper use or misuse of the Goods.

7.3 B.S.C.'s liability under these Terms and Conditions and in particular under the Warranty shall be to the exclusion of all other liability to Purchaser whether contractual, tortious or otherwise for defects in the Goods or in relation to provision of the Services or for any loss or damage to or caused by the Goods and/or Services, and (subject to clause 7.4) all other conditions, warranties, stipulations or other statements whatsoever concerning the Goods and Services, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded; in particular (but without limitation of the foregoing) B.S.C. grants no warranties regarding the fitness for purpose, performance, use, nature or quality of the Goods or Services, whether express or implied, by statute, at common law or otherwise howsoever.

7.4 Nothing contained in these Terms and Conditions shall take effect or be construed so as to limit B.S.C.'s liability under Section 14 of the Sale of Goods Ordinance, Chapter 26 Laws of Hong Kong or its liability to consumers generally under such Ordinance or otherwise, or its liability for death or personal injury resulting from the Seller's negligence as defined in Section 2 of the Control of Exemption Clauses Ordinance, Chapter 71 Laws of Hong Kong.

B.S.C. COLOURLIVING LIMITED

colourliving 333 lockhart road wan chai hong kong 香港灣仔駱克道333號
opening hours: 09:30 to 19:30 mondays to saturdays 10:30 to 19:30 sundays & public holidays
t · (852) 2295 6263 f · (852) 2510 0408 info@colourliving.com

head office 19th floor sino favour centre 1 on yip street chai wan hong kong 香港柴灣安業街1號新華豐中心19樓
t · (852) 2510 2328 f · (852) 2510 0408

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7.5 Except in respect of death or personal injury caused by B.S.C.'s negligence, B.S.C. shall not be liable to the Purchaser by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of B.S.C., its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or the Services (including any delay in supplying or any failure to supply the Goods or Services in accordance with the Contract or at all) or their use or resale by the Purchaser, and the entire liability of B.S.C. under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

8. RETURN AND EXCHANGE

8.1 Goods sold cannot be refunded in cash.

8.2 Goods sold (other than Kitchens and Special Goods) can be returned for exchange within seven (7) working days from the date of purchase or the date of delivery whichever is later subject to the following;

(a) Goods returned must be in the same condition as when purchased with full original packaging and Sales Documents. Any Goods that are damaged or altered subsequent to purchase will not be accepted for return or exchange and we reserve the right to determine the above conditions.

(b) We will only exchange Goods that are defective including those that exhibit damage to paintwork, dents or scratches as determined and approved by B.S.C. at its absolute and sole discretion. Goods that are inadvertently ordered incorrectly or where the Purchaser has simply changed his or her mind upon or after delivery cannot be returned or exchanged.

(c) Ceramic tiles, stones, mosaics and décor tiles purchased and delivered in unopened, original packaging must be returned in the same packaging, with the exception of listellos. Ceramic tiles, stones, mosaics and décor tiles that have been soaked in water or treated will not be accepted for return and exchange. Listellos will only be accepted for return and exchange in bulk of five (5) pieces and above.

(d) Goods returned without prior written consent from B.S.C. will be rejected and returned to the Purchaser at the Purchaser's expense.

(e) Goods returned with removed or altered serial numbers will not be accepted.

(f) Special-price merchandises, worktops and electrical appliances cannot be returned and exchanged.

(g) Goods must be returned to our store or warehouse at the Purchaser's expense. If the Purchaser requests for Goods to be collected, a pick up fee will apply and will be quoted on a case-by-case basis.

8.3 Any credit from the return of Goods must be used within sixty (60) days from the date of return, failing which the credit will be forfeited.

9. WARRANTY

Subject to the Conditions set out below, we warrant to you that the Goods will correspond to specification at the time of delivery or collection and will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery, self-collection or installation by B.S.C. whichever is later ("Warranty"); provided that,

(a) this Warranty does not apply to discounted items as excluded by B.S.C., and electrical appliances and worktops, whose maintenance and warranty in The Hong Kong Special Administrative Region are provided by the sole agent of the respective brands;

(b) notice in writing of the defects complained of shall be given to B.S.C. upon their appearance;

(c) such defects shall be found to B.S.C.'s satisfaction to have arisen solely from faulty design, workmanship or materials;

(d) the defective Goods shall be returned to B.S.C.'s designated address at the Purchaser's expense if so requested by B.S.C. and B.S.C. has no obligation to repair Goods that are installed in locations outside of Hong Kong;

(e) the Goods were assembled or installed strictly in accordance with B.S.C.'s instructions;

(f) no alterations or additions to the Goods have been made without B.S.C.'s consent.

9.1 During the twelve (12) month Warranty B.S.C. shall repair the Goods following a breach of Warranty and shall be responsible for any labour charge and/or for the costs of any parts that are defective in material or workmanship which affect the performance of the Goods under normal use in accordance with the User Manual or User Card, or at its option may replace the Goods.

9.2 While we will generally attempt to repair Goods under a Warranty claim, at our option we reserve the right to replace defective Goods or alternatively at our discretion to refund the price of the defective Goods in the event that the price has already been paid by the Purchaser.

9.3 Any repaired or replaced Goods shall be redelivered by B.S.C. free of charge to the original point of delivery but otherwise in accordance with and subject to these Terms and Conditions, save that the period of twelve (12) months referred to in Condition 9.1 shall be replaced by the unexpired portion of that period only.

9.4 If B.S.C. chooses to replace defective Goods B.S.C. will replace the Goods with the same or similar make and specification. In the case that the Purchaser desires to choose a replacement product that is of higher value than the original Goods, the Purchaser must pay B.S.C. the difference in retail price. However, if the Purchaser desires to choose a replacement product that is of lower value than the original Goods, this will be subject to B.S.C.'s approval. If B.S.C. approves such replacement B.S.C. will pay the Purchaser the difference in retail price.

9.5 B.S.C. will not be responsible for any costs incurred to dispose of your original Goods.

9.6 Without limitation to clause 9.1 the Warranty does not include and/or does not apply to or cover and we have no liability in respect of the following;

(a) General cleaning and servicing;

(b) Repair of damage caused by metal abrasion or wear resulting from abrasive agents;

(c) Goods sold "as-is" including but not limited to floor models, demonstration models, etc;

(d) Repair or replacement due to normal wear and tear and items normally designed to be periodically replaced by the Purchaser during the Goods' life, including but not limited to batteries, light bulbs, light covers, fuses, cables, plugs, fluorescent tubes, etc;

(e) Repair of damage caused by unauthorised repairs or services on Goods by non-B.S.C. authorised technicians;

(f) Any Goods with removed or altered serial numbers;

(g) Damage caused by rust, corrosion, humidity or water or damage caused by third party workers, or other intentional damage, and/or acts of God;

(h) Cosmetic damage, such as damage to paintwork, dents or scratches to the Goods;

(i) Damage caused by incorrect connection of signal leads or incorrect electrical supply or power interruption and failure or improper use of any electrical source;

(j) Damage caused by abnormal variation of electricity, water pressure and/or water supply;

(k) Damage incurred while moving the Goods to another location not performed by B.S.C.;

(l) Damage caused by improper use, misuse or abuse of the Goods including excessive loading, faulty assembly or faulty operation;

(m) Any claims arising from using Goods in a non-domestic or commercial environment unless prior approval is obtained from B.S.C..

9.7 The twelve (12) month Warranty will immediately terminate if Goods which have been installed by us are moved to another location.

9.8 The Purchaser shall provide proper supplies of electricity and water, sufficient space and a clean, proper and safe on-site condition for installation, repair and/or inspection of Goods. The usage of water and electricity shall be provided free of charge to B.S.C. technicians when installing or repairing Goods.

9.9 All Services shall be carried out during the hours of 9:30 a.m. to 6:30 p.m. from Mondays to Saturdays. Any Service(s) provided outside such hours shall be subject to additional hourly rates prevailing at the time of provision of the Service. B.S.C. reserves the right to determine the exact date and time for all appointments

9.10 If the Goods need to be dismantled and re-installed at another location, the Purchaser undertakes to give B.S.C. not less than three (3) working days' written notice of the date when the Goods are to be dismantled. B.S.C. shall then perform such dismantling and re-installation work at the agreed fee. Upon completion of the re-installation work and/or maintenance service of the Goods, mutual agreement on the performance and task satisfaction must be obtained between the Purchaser and B.S.C.'s technician. The Purchaser of the Goods accepts full responsibility and liability to verify that the required task is satisfactorily completed.

9.11 The Purchaser may not assign the benefit or burden of these Terms and Conditions or otherwise transfer or purport to transfer its rights or obligations hereunder to a third party without prior written consent from B.S.C.; such consent may be withheld by B.S.C. at its discretion. Any purported assignment or transfer made without the prior consent of B.S.C. shall not be effective.

9.12 A Purchaser accepting faulty Goods and knowing them to be defective including but not limited to floor models and demonstration models shall not be entitled to the claims and rights in respect of deficiencies under the Warranty or to return or exchange the Goods by reason of such deficiencies.

9.13 Variations in size, volume, weight, colour shade and surface smoothness which are conditioned by the manufacturer of the Goods and come within normal tolerances are not defects, provided that they do not impair the general appearance or the functioning of the Goods.

9.14 Where a Purchaser wishes to repair or exchange Goods due to an alleged defect, we must be given the opportunity to inspect the defective or damaged Goods in their original condition. If such opportunity is not provided then any provided Warranty will no longer apply.

9.15 For ceramic tiles, stones and mosaics, complaints in relation to recognisable defects are permitted only before use, installation or processing. Normal tolerances with respect to size, thickness and colour of the Goods do not constitute flaws.

10. MISCELLANEOUS

10.1 If any provision of these Terms and Conditions shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of these Terms and Conditions in that jurisdiction shall not be affected.

10.2 Any statutory rights that the Purchaser may have as a consumer are not affected by these Terms and Conditions.

10.3 Our policy and practices in relation to personal data and the Personal Data (Privacy) Ordinance may be viewed at http://www.colourliving.com.hk/PolicyonPrivacy.pdf .

11. INTELLECTUAL PROPERTY

11.1 Where we and/or the manufacturer are requested by a Purchaser or an appointed representative to (a) provide designs or artistic works for the layout of a bathroom or kitchen or other facility; (b) to manufacture and/or design ceramic tiles, stones and/or mosaics, the intellectual property rights including all copyright in all works created by us and/or the manufacturer, including in design drawings and the like and all inventions or improvements in relation thereto shall vest in and be owned by us and/or the manufacturer absolutely.

11.2 Where the Goods are manufactured in accordance with information, drawings, pictures or instructions supplied by you or your appointed representative ("customer requirements"), we shall not be liable in respect of any loss, damage or claim incurred by or made against you if any Goods infringe any intellectual property rights as a result of the said customer requirements, and you shall indemnify us against all liabilities, costs and expenses arising out of all claims brought against us that the creation and sale of such Goods infringe any intellectual property rights.

11.3 The catalogues, brochures illustrations, reports, other publications and data published by us or provided by the manufacturers and all intellectual property therein remain our property or the manufacturer's property. Such items may only be used in relation to understanding and operating the Goods and may not be copied or used for other purposes.

12. SPECIAL GOODS

12.1 We shall not be liable if any defect in Special Goods arises from any drawing, design or specification supplied by you. We give no guarantee or warranty as to the practicability, efficiency, safety or otherwise of such Special Goods.

12.2 Special Goods will not be accepted for return and exchange.

These Terms and Conditions are written in English with translation in Chinese. In case of discrepancies or inconsistencies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

Issued on 2nd April, 2015.

B.S.C. COLOURLIVING LIMITED

colourliving 333 lockhart road wan chai hong kong 香港灣仔駱克道333號
opening hours: 09:30 to 19:30 mondays to saturdays 10:30 to 19:30 sundays & public holidays
t · (852) 2295 6263 f · (852) 2510 0408 info@colourliving.com

head office 19th floor sino favour centre 1 on yip street chai wan hong kong 香港柴灣安業街1號新華豐中心19樓
t · (852) 2510 2328 f · (852) 2510 0408

www.colourliving.com